

## **NOTICE INVITING BIDS**

Notice is hereby given that the City Clerk of the City of Milpitas, Milpitas, California, shall receive sealed bids at the Public Services Counter, Milpitas City Hall, 455 E. Calaveras Boulevard, until **2:00 p.m. on Tuesday, March 22, 2005**, and that bids will be opened in public at or about that hour at City Hall for UTILITY RELOCATION PROJECT WELLER LANE AND WINSOR STREET, PROJECT NO. 8153, all as more particularly set forth in the drawings and specifications on file in the office of the City Engineer. The estimated cost is between \$740,000.00 and \$765,000.00.

The work involves but is not necessarily limited to the installation of sewer, water, and storm drain utilities, new joint trench, abandonment of existing water, sewer, and storm drain utilities, installation of fire hydrants, valves, manholes, and utility laterals. The Contractor is responsible for implementing measures as needed to allow for work to proceed during wet weather and areas with a high ground water table.

A prime contractor bidding on this project shall possess a minimum of **Class A license** from the Contractor's State License Board. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board in accordance with Section 20103.5 of the Public Contract Code.

Proposal must be accompanied by bid bond, etc.

**Contractors bidding the project are strongly encouraged to attend one of the pre-bid conferences prior to bidding. The prebid site conferences are scheduled at 10 am on Tuesday, March 8, 2005, and Tuesday March 15, 2005. The conferences will be located at the project site in the adjacent parking lot, 160 North Main Street, at the intersection of North Main Street and Weller Lane. Please contact Steve Erickson, Acting Principal Engineer, 408-586-3414 should you have questions regarding the project.**

All proposals or bids must be made upon the proposal form included in the Bid Documents. They must be sealed and addressed to the City Clerk of the City of Milpitas and must be plainly endorsed as follows:

Contractors Name, Address, Project Name, Project #

Proposals or bids are invited on a unit price basis for the entire work. The City Council reserves the right to reject any or all bids.

Notice also is hereby given that in accordance with Section 1773.2 of the Labor Code of the State of California, copies of the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft, classification, as determined by the Director of the Department of Industrial Relations are on file in the Office of the City Engineer. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon all subcontractors under the Contractor, to pay not less than the highest of the applicable rates set forth in either the federal or municipal schedules of prevailing wage rates.

Employer payments other than those itemized therein, as defined in Section 1773.1 of the Labor Code, are to be paid in accordance with the terms of the collective bargaining agreement applicable to the type of classification of the worker employed on the project, including overtime, Sunday and holiday pay.

Pursuant to the provisions of Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld by City to ensure performance under a contract shall be deposited with City and with a State or Federally chartered bank as escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the contract. Eligible securities shall include those listed in Government Code Section 16430 or bank or savings and loan certificates for deposit. The Contractor shall be the beneficial owner of said security and shall receive any interest thereon.

Proposals will be reviewed by the City Engineer and scheduled to be presented to the City Council at the meeting of **April 5, 2005** or thereafter at which time the Council may accept or reject bids.

A Contract Document fee (non-refundable) of fifty dollars (\$50.00) is required of each bidder who desires to secure a set of drawings, specifications and proposal forms, which may be secured at the Public Services Counter, City Hall, 455 E. Calaveras Blvd., Milpitas, California. Contract Documents can also be obtained by mail for an additional fifteen dollars (\$15.00) per set. Please make check payable to City of Milpitas, and mail to: City of Milpitas 455 E. Calaveras Blvd., Milpitas, CA, 95035,

For general and legal requirements concerning the work, see the General Conditions and the Special Conditions, and for Specific Requirements, see the Technical Provisions.



## **ADDENDUM #1**

### **CITY OF MILPITAS MILPITAS, CALIFORNIA ENGINEERING DIVISION**

### **CONTRACT DOCUMENTS AND SPECIFICATIONS FOR**

### **UTILITY RELOCATION PROJECT WELLER LANE AND WINSOR STREET**

### **PROJECT NO. 8153**

Date: February 25, 2005

To: Plan Holders - Prospective Bidders of the subject project

From: Steve Erickson, Acting Principal Engineer

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Attached is Addendum #1 for the subject project. This addendum forms a part of the Contract Documents and modifies the Bid Documents as noted below. Acknowledgement of receipt of this addendum in the space provided in the Proposal is required. Failure to acknowledge an addendum may subject the bidder to disqualification.

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At 2 p.m. on **Tuesday, March 22, 2005**, all bidders will submit their bids as set forth in bid documents and as amended by the following:

### **ADDENDUM**

#### **Refer to the Specifications:**

1. **Refer to the Table of Contents:**  
**ADD** Section E-09 Obstructions to the table after Section E-08.
2. **Refer to Section B-10 Contractor's Bonds, page 38:**  
**Revise** the word "faithful performance bond" to "**Warranty Bond**" in the second paragraph.
3. **Refer to Section C-61 Warranties, page 84:**  
**Revise** the word "Performance Bond" to "**Warranty Bond**" at the end of the first paragraph of the section.
4. **Refer to Section E-09 Obstructions, page 101:**  
**ADD** the following paragraph after the first paragraph of Section E09:  
  
*"The Contractor is advised of the existence of the telecommunications (SBC/AT&T) trunk line within Winsor Street. The Contractor shall provide detailed information as to how it intends to perform the work and protect this line in place. Work shall include all necessary and prudent measures to protect the existing utilities, and to prevent damage to the utility company and to the City. "*
5. **Refer to Section E-21 Sanitary Sewer, page 109:**  
**REPLACE** the entire Section with the following:  
  
*"Sanitary sewer shall be provided, installed, and tested in conformance with the pipe manufactures recommendations and requirements, the City of Milpitas standards and these technical specifications. Sewer pipe shall be Polyvinyl Chloride (PVC) conforming to the requirements of ASTM D3034 (SDR 26).*  
  
*All work shall be as shown on the plans, as specified in the Standard Specifications and these specifications, and to the satisfaction of the Engineer.*  
  
*Any section of the new sanitary sewer main that fails to meet the requirements of the manufacturer or these specifications shall be redone at the Contractor's sole expense. Failures include but are not limited to incorrect or adverse slopes, sags greater than 1/2", cracked pipe, a 1/2" or more gap width between joints, or any condition contrary to the manufacturers recommendations. The Contractor has sole responsibility for determining the required means and methods as to correctly install the pipe. No additional time or compensation will be provided for difficult installation, repair of failures, for leak detection, or identification of work needed to pass the pressure performance tests.*

**Measurement and Payment** – The contract unit price paid for “Install 8 inch Sanitary Sewer Lateral,” shall include full compensation for furnishing all labor, materials, tools, equipment, trench restoration, incidentals, and for doing all work involved in constructing the sanitary sewer, complete and in place and for its intended purpose, and no additional compensation shall be allowed therefor.”

**6. Refer to Section E-24 Storm Drain, page 110:  
REPLACE** the entire Section with the following:

*"Storm drain shall be provided, constructed, and tested in conformance with the pipe manufactures recommendations and requirements, the City of Milpitas standards and these technical specifications or as directed by the Engineer. Storm drain pipe shall be Class III or Class V, Reinforced Concrete (RCP), as shown on the plans.*

*All work shall be as shown on the plans, as specified in the Standard Specifications and these specifications, and as directed by the Engineer. Construction of the storm drain shall include trench excavation, backfill, compaction, and surface restoration.*

*Any section of the new storm drain that fails to meet the requirements of the manufacturer or these specifications shall be redone at the Contractor's sole expense. Failures include but are not limited to incorrect or adverse slopes, sags greater than ½", cracked pipe, a ½" or more gap width between joints, or any condition contrary to the manufacturers recommendations. The Contractor has sole responsibility for determining the required means and methods as to correctly install the pipe. No additional time or compensation will be provided for difficult installation, repair of failures, for leak detection, or identification of work needed to pass the pressure performance tests.*

**Measurement and Payment** – The contract unit price paid for “Install 15 inch Storm Drain (CL V)”, “Install 12 inch Storm Drain (CL V)”, “Install 15 inch Storm Drain (CL III)” and “Install 12 inch Storm Drain (CL III)” shall include full compensation for furnishing all labor, materials, tools, equipment, trench restoration, incidentals, and for doing all work involved in storm drain pipe, complete and in place and for its intended purpose, and no additional compensation shall be allowed therefor.”

**7. Refer to Section E-26 Water Service, page 110:  
REPLACE** the entire Section with the following:

*““Water Line,” shall be provided, installed, and tested in conformance with the pipe manufactures recommendations and requirements, the City of Milpitas standards and these technical specifications. Material shall consist of Polyvinyl Chloride (PVC) Pipe PVC pipe shall conform to the requirements of “Standard Specifications for PVC Pipe” (AWWA C900).*

*Construction of the water line shall include testing, trench excavation, backfill, compaction, and surface restoration.*

*All work shall be as shown on the plans, as specified in the Standard Specifications and these specifications, and to the satisfaction of the Engineer.*

*Any section of the new water line that fails to meet the requirements of the manufacturers or these specifications shall be redone at the Contractor's sole expense. Failures include but are not limited to incorrect or adverse slopes, less than the minimum specified cover, cracked pipe, leaky joints, failure of pressure test, or any condition contrary to the manufacturers recommendations. The Contractor has sole responsibility for determining the required means and methods as to correctly install the pipe. No additional time or compensation will be provided for difficult installation, repair of failures, for leak detection, or identification of work needed to pass the pressure performance tests.*

**Measurement and Payment** – *The contract unit price paid for "Install 8 inch Water Service and Valve". "Install 1 Inch Water Service and Connect to Existing Water Meter", "Install 1 Inch Water Service and Plug", "Install 2 Inch Interim Water Service", and "Install 1 Inch Interim Water Service and Connect to Existing Water Meter", shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in installing the water service, including connecting to the existing meter, complete and in place and for its intended purpose, and no additional compensation shall be allowed therefor."*

#### **END OF ADDENDUM**

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This addendum shall be signed by each bidder and stapled to each bidder's proposal at the time bids are first publicly read.

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representing

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have carefully read this addendum, understand it, acknowledge receipt of this addendum and will comply its terms.

This addendum is issued by \_\_\_\_\_, Acting Principal Civil Engineer for the City of Milpitas, on Friday, February 25, 2005.